



halalo.co.uk

General Service Terms

Welcome to **halalo.co.uk**, a website and a mobile app of optional seller services, including Selling on halalo.co.uk and Halalo App, Fulfilment by halalo, Sponsored Advertisements, and advertising Seller offers

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES THROUGH A PARTICULAR ACCOUNT OR ACCOUNTS AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT ("YOU") AND BETTER AND PARTNERS COMMUNICATIONS LIMITED (THE "AGREEMENT"). BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICES OR PRODUCTS FOR EACH SERVICE YOU REGISTER FOR OR USE IN CONNECTION WITH A PARTICULAR HALALO SITE

As used in this agreement, "we," "us," "halalo.co.uk" and "Halalo" means Better and Partners Communications Limited in the applicable Service Terms and "you" means the applicant (if registering for or using a Service as an individual), or the Business which the applicant is employed by or represents (if registering for or using the Service as a business). Capitalised terms have the meanings listed in the terms below. If there is any conflict between these General Terms and the applicable Service Terms and Special programs, the General Terms will govern, and the applicable Service Terms will prevail over the Special Programs

1. These terms

1.1 Enrolment: To begin the Seller enrolment process, you must complete the registration process for one or more of the Services. By registering for or using the Services, you confirm that you did not rely on any oral or written representations made by Better and Partners or any of its affiliates and that you chose the Service based on your due diligence and consideration. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable law (for example, a particular Halalo Site Country may not allow minors to use the Services). As part of the application, you must provide us with your (or your business') legal name, Primary Place of Business address, phone number and email address, as well as any other information we may request. Any personal data you provide to us will be handled following Halalo's Privacy Notice.

By clicking "**Submit**" or by accepting a "Delivery" or a "Click & Collect" Order on the Platform, you confirm that:

if it is a business,

- You duly organised, validly existing, and in good standing under the territory's laws for which the Business is registered.
- You have all requisite right, power, and authority to enter into this agreement and perform its obligations and grant the rights, licences and authorisations its grants hereunder



- any information provided or made available by one party to the other party, or its affiliates is accurate and complete, and it will promptly update such information as necessary to ensure it at all times remains accurate and complete.
- You are not subject to sanctions or otherwise designated on any prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by any international organisations, governments' authority, EU or the UK or the US Government.
- You will comply with all applicable laws in the performance of its obligations and exercise of its rights under this agreement.
- Your satisfactory completion of certain checks (including ID and food hygiene rating reviews) required by Halalo from time to time is a condition of this contract coming into effect.

1.2 This forms a contract between you and Halalo, which commences on the later date of your acceptance and the date on which you have completed Halalo's onboarding checks from time to time to Halalo's satisfaction. You should save a copy of these terms for your records. We may make changes to these terms, so check back here from time to time. We'll notify you of material changes before they happen. If you access or use the Delivery Service after being notified of a difference, you're deemed to have accepted that change.

1.3 You can procure other services (e.g., Delivery Service, Pickup) from Halalo by agreeing and entering into a separate contract with us. Each additional contract entered into by you and Halalo shall form a separate agreement.

If you have questions about these terms or our Delivery Service, contact sellers@halalo.co.uk.

If we need to contact you, we'll do so via the email address you have provided.

2. General Requirements

- Maintain the security and confidentiality of any access credentials we provide to you at all times. You are responsible for the actions of any person using your access credentials.
- Comply with all applicable laws and licensing, registration, and approvals requirements at all times, and any Halalo policies made available to you from time to time.
- Without prejudice to your general obligation above, you warrant that you have not and will not do anything that breaches any applicable code and/or sanction relating to the prevention or prohibition of bribery, money laundering and similar activities. You must immediately notify Halalo if you become aware of any breach of this clause.

- Without prejudice to your general obligation above, you shall comply and procure that all of your employees, contractors, agents and representatives comply, with applicable anti-slavery laws, as relevant to your use of Delivery Service and your Fulfilment of Delivery Orders. Furthermore, you must use reasonable endeavours continually to ensure that no form of slavery is taking place in your supply chains.
- Without prejudice to any other general terms of Business or Agreement, you must ensure that the price displayed in the Halalo website or app should be the lowest selling price by the seller through any of their channels, including the seller's physical shop or online or any other participating online or offline market where the seller is selling your/ their products.
- Cooperate with Halalo and provide, promptly, such assistance and information as Halalo may reasonably require.
- Ensure all customer complaints are handled with due care and diligence and resolve timely manner.
- You are expected to make contacts through the channels provided by our app or website but not to try to deal directly or outside the app.
- Keep the inventory up to date with complete information and pictures according to the specifications of Halalo.
- You must ensure that the prices for all of your products that will be listed under your online shop on Halalo platform are offered with the same instore prices, this is to keep the competitiveness of the marketplace that is connecting the customers with the sellers and providing the delivery service and the technology.

3. Equipment

- 3.1 You will need a computer or a tablet and a printer to start accepting Delivery and Click & Collect Orders through Halalo website. If you don't have one, you are responsible for obtaining and maintaining one. If you're an existing customer, you can use your existing equipment.
- 3.2 We might make an inventory management software available to you to use on the equipment to use Halalo Service. This software constitutes Halalo IP (see below), and it remains our property at all times. We might ask you to pay a monthly subscription - that we will agree between us - to use this software, which is necessary to keep the stock availability updated, unless you have a reliable software that can be integrated with Halalo system. It would help if you promptly implemented any patches, updates, upgrades and/or new versions of such software that might be released from time to time.

3.A Service Fee Payments

Fee details are described fully in the section below 3.B from 3.1 to 3.5. You are responsible for all of your expenses connected with this agreement unless this Agreement or the applicable Service Terms provide otherwise. To use a Service, you must provide Better and Partners communications Limited with valid debit or credit card information from a debit card or credit card or any other payment method accepted by Halalo ("Your Credit Card"). You will use only a name you are authorised to use in connection with a Service and will update all of the preceding information as necessary to ensure that it at all times remains accurate and complete. You authorise Better and Partners communications Limited (and will provide us documentation evidencing your authorisation upon our request) to verify your information (including any updated information), to obtain credit reports about you from time to time, to obtain credit authorisations from the issuer of Your Credit Card, and to charge Your Credit Card or debit any of your payment account(s) held with Better and Partners Communications Limited or Halalo, where applicable, for any sums payable by you to us or to our customers (in reimbursement or otherwise).

3.B Fees and Subscriptions

3.1 During the enrolment process, the seller shall choose one of the following packages:

Pay as you go	Start up	Partner	Pro
£0.00 / month	£75.00 / month	£120.00 / month	£200.00 / month
25% commission	22% commission	20% commission	18% commission
Up to 750 products	Up to 1,250 products	Up to 2,000 products	Unlimited products
Unlimited Sales / mo	Sales up to £10,000 / mo	Sales up to £20,000 / mo	Unlimited Sales / mo

Pay as you go

- No monthly subscription fees
- 25% Commission on all sales
- Upload up to 750 products
- This package is valid on unlimited Sales revenues
- You can upgrade to any other package at any time

Start up

- £75.00 monthly subscription fee
- 22% Commission on all sales
- Upload up to 1,250 products
- This package is valid on Sales up to £10,000.00 per month
- You can upgrade to the following package at any time if you want to upload more products or your sales grow beyond this package threshold (i.e., £10,000.00)

Partner

- £120.00 monthly subscription fee
- 20% Commission on all sales
- Upload up to 2,000 products
- This package is valid on Sales up to £20,000.00 per month
- You can upgrade to the following package at any time if you want to upload more products or your sales grow beyond this package threshold (i.e., £20,000.00)

Pro

- £200.00 monthly subscription fee
- 18% Commission on all sales
- Upload an unlimited number of products
- This package is valid on unlimited Sales revenues
- You can downgrade to a less package at any time if you're not benefiting from the unlimited products' uploads or your sales are less than £20,000.00 per month

The package upgrade or downgrade will start the following month after receiving your request to do so. You should send us your request at least 5 working days before the start of the following month.

3.2 Free Trial Period. For all new sellers who wish to subscribe to become Halalo sellers, we offer a free trial period of 90 days based on "Halalo Partner Package", starting from the day of launching your online shop on Halalo platform and after signing this agreement with the option for the seller to terminate this agreement with a prior notice of at least 30 days before the trial period ends. In the absence of a notice, the same package will be renewed automatically after the free trial period ends and the seller remains bound by all clauses of this agreement. The seller will be charged the monthly subscription based on the "Halalo Partner Package" unless they choose to subscribe to another package based on their needs before the new month starts.

3.3 Individuals or online only sellers - without physical presence of shops in the high street - will have the option to create their shops on Halalo website and app. They can use their online shops on Halalo platform exclusively for displaying their products. This fee will be agreed between Halalo and the seller and will depend on whether the seller will use Halalo delivery service or not. Halalo will charge these sellers a fee according to our packages in clause 3.1. We will have the exclusive right to discontinue the option at any time or in the event of actions by the seller in contravention of our published terms of Business and/ or the terms of this agreement.

3.4 At the discretion of Halalo, Halalo can choose a particular seller/s or product/s for unique banner advertisements on the website, app or social media with additional fees agreed between halalo and the seller. Any offers and promotions for the selected sellers/products should be emailed to halalo and subject to our approval and the schedule as per halalo advertising and promotional plans.

3.5 At the discretion of Halalo, we will offer comprehensive training to every new seller with a one-time fixed fee of GBP 500.00 plus VAT.

4. Intellectual property

All rights, title, and interest in and to Seller node (**Please change if you are using any other name for seller side Backend software**) any software we provide for your use and any other materials we provide to you under or in connection with these terms are and shall at all times remain Halalo's intellectual property (**Halalo IP**). We grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to use the Halalo IP in the country you operate in during the Term for the sole purpose of using Delivery Service. -

You must not (and shall not permit any third party to):

- copy, adapt, reverse engineer, decompile, modify or make error corrections to any Halalo IP other than with our express prior written consent;
- breach, disable, tamper with, or develop or use any workaround for any security measure in any Halalo IP or otherwise do anything that disrupts any Halalo IP, Halalo or any person.

Halalo grants you a non-exclusive, royalty-free, non-sublicensable, non-transferable licence to use Halalo branding, including the "Halalo" logo, name and/or website address for the Term in the country you operate in to allow you to advertise Delivery Service at your sites. You must comply with any Halalo policy issued from time to time.

You grant us and our affiliates a non-exclusive, royalty-free licence to use your branding, including your logos, name, and website address(es) for the Term in the country you operate in. You warrant and undertake that your branding does not infringe any third-party intellectual property rights. We can use your branding on the Platform for marketing purposes and as reasonably necessary to provide Delivery Service.

Except for these limited licences:

- Halalo retains ownership of and all rights in and to Halalo branding; and
- You retain ownership of and all rights in and to your branding.

We may collect data about your use of Delivery Service. By using Delivery Service, you agree to us collecting and using this information. We may use this information for various purposes, including improving, maintaining, protecting, developing our products, and providing services to you.

5. Term and Termination

5.1 The Term of this Agreement will start on the date of your completed registration to use a Selling Service and continue until terminated by you as provided below or by



us. You may at any time terminate your use of any Selling Service immediately on notice to us via email, the Contact Us Form, or similar means.

5.2 We may terminate your use of any Services or terminate this agreement for convenience with 30 days advance notice. We may suspend or terminate your use of any Services immediately if we determine that

5.2(a) You have materially breached the agreement and failed to cure within seven days of a cure notice unless your breach exposes us to liability towards a third party, in which case we are entitled to reduce, or waive, the cure mentioned above period at our reasonable discretion;

5.2(b) your Account has been, or our controls identify that it may be used for deceptive or fraudulent or illegal activity

5.2 (c) your use of the Services has harmed, or our controls identify that it might harm other sellers, customers, or Halalo's legitimate interest.

5.3. We will promptly notify you of any such termination or suspension via email or similar means sent to you individually, or other means, indicating the reason and any options to appeal, except where we have reason to believe that providing this information will hinder the investigation or prevention of deceptive, fraudulent, or illegal activity, or will enable you to circumvent our safeguards.

5.4 Any suspension will last until you have provided satisfactory evidence that you have cured its cause and implemented the necessary changes except in case of suspension based under 5.2 (b) or 5.2 (c) above where we terminate or may not reinstate in light of the initially deceptive, fraudulent or illegal activity or harm.

5.5 These terms affect acceptance (see above) and continue until terminated by either party giving 30 days written notice to the other. If permitted by law and where we consider immediate termination necessary in the circumstances, we may provide you written notice to terminate these terms with immediate effect.

5.6 you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination or other legitimate interest arise out of this contract or other laws in force.

6. Legal terms

6.1 SAVE AS SET OUT BELOW; WE EXCLUDE ALL LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE HAVE NO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT OR SPECIAL DAMAGES OF ANY KIND OR LOSS OF PROFITS, REVENUE OR BUSINESS ARISING OUT OF OR RELATING TO DELIVERY SERVICE, ORDERS PLACED BY CUSTOMERS USING DELIVERY SERVICE OR THESE TERMS.

6.2 Halalo will be responsible for customer claims that a Delivery Order has been spilt or crushed in the course of the Delivery Services, which is exclusively carried away by Halalo and if it is during the transit.



6.3 Customers may be eligible for compensation in respect of a Delivery Order. Halalo will determine this following its Complaints Matrix from time to time. Refunds for which you are responsible under our Complaints Matrix will be deducted from our payment to you.

6.4 DELIVERY SERVICE IS OTHERWISE PROVIDED AS-IS. WE DISCLAIM ALL WARRANTIES, CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, CONCERNING DELIVERY SERVICE INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

6.5 Each party shall not at any time during this agreement and for two years after termination of this agreement, use or disclose to any person any confidential information concerning the Business, affairs, customers, clients or suppliers of the other party, except as necessary to perform its obligations or exercise its rights under these terms. However, a party may disclose the other's confidential information if required by law, provided it notifies the other in advance where permitted.

6.6 These terms are the entire agreement between us about Delivery Service. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in these terms.

6.7 A delay in enforcing these terms is not a waiver. If part of these terms is found to be illegal or unenforceable, the rest of the Terms remain in force. These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999. Neither of us will be in breach of these terms or liable for delay in performing, or failure to perform, any of its obligations under these terms if the delay or failure results from events, circumstances or causes beyond our reasonable control.

6.8 The seller shall make every effort to resolve the customer complaints as per the matrix prescribed by the Halalo and according to the terms of Business by the Halalo. If the seller fails to find an alternative solution with the customer and upon the escalation of the customer dispute to Halalo, Halalo reserves the right to issue the refund and will be reimbursed from the seller the refund amount or any other expenses incurred during the process of resolution of customer complaints

6.9 These terms are governed by the laws of England and Wales with exclusive jurisdiction to the courts in England and Wales.

7. Data protection

During your use of the Services, you may receive Confidential Information. You agree that for the Term of the Agreement and five years after termination:

- all Confidential Information will remain Halalo's exclusive property except for customer personal data owned by the respective customer;
- you and your affiliates will use Confidential Information only as is reasonably necessary for your participation in the Services;



- you will not, and will cause your affiliates not to, directly or indirectly (including through a third party) otherwise disclose Confidential Information to any individual, company, or other third parties except as required to comply with the law; and
- you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this agreement; and
- you will retain Confidential Information only for so long as its use is necessary for participation in the Services or to fulfil your statutory obligations. In all cases, you will delete such information upon termination or as soon as no longer required for the Fulfilment of statutory obligations.

The preceding sentence does not restrict your right to share Confidential Information with a governmental entity that has jurisdiction over you, provided that you limit the disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity. You may not issue any press release related to the Services, or use our name, trademarks, or logo in any way without our advance written permission or misrepresent or embellish the relationship between us in any way.

We act as a data controller of any customer personal data collected via the Services. You are controllers of the customer personal data that are strictly necessary to fulfil orders and may not use any such customer personal data (including contact information) for any purpose other than fulfilling orders or providing customer service in connection with a Service. Generally, you may not use such data in any way inconsistent with applicable law. You must keep customer personal data confidential at all times (the above five years' term limit does not apply to customer personal data).

8. Service Standards

- Use reasonable endeavours to reject less than 1% of Orders received through the Platform.
- Use reasonable efforts to ensure that Orders are available for collection or delivery
- Use reasonable attempts to ensure that no more than 1% of Orders contain errors.
- You should be available for orders for 98% of your opening hours on the Platform.
- Display any Pickup/delivery signage provided by Halalo per our instructions.

9. Licence

You grant us a royalty-free, non-exclusive licence for the duration of your original and derivative intellectual property rights to use, any and all of Your Materials for the Services, and to sublicense the preceding rights to our affiliates and operators of



Halalo Associated Properties; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such brands remain the same) and will comply with your removal requests as to specific uses of Your Materials (provided you are unable to do so using standard functionality made available to you via the applicable Halalo site or app; provided further, however, that nothing in this agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a licence from you or your affiliates under applicable Law

10. Jurisdiction:

The laws of England and Wales govern these terms. The courts of England and Wales have exclusive jurisdiction in respect to or in connection with these terms.

11. Indemnification

11.1 Your indemnification obligations. You will defend, indemnify, and hold harmless Halalo, and our officers, directors, employees, and agents, against any third-party claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, legal fees) (each, a "Claim") arising from or related to (a) your non-compliance with applicable laws; (b) Your Products, including the offer, sale, Fulfilment (except Your Products fulfilled using our fulfilment service), refund, cancellation, return, or adjustments thereof, and any personal injury, death, or property damage related to that; (c) Your Taxes and duties or the collection, payment, or failure to collect or pay Your Taxes or duties, or the failure to meet tax registration obligations or duties; or (d) actual or, based on specific indications, alleged breach of any representations you have made.

11.2 Our indemnification obligations. Halalo will defend, indemnify, and hold harmless you and your officers, directors, employees, and agents against any third-party Claim arising from or related to Halalo's negligence.

12. Force Majeure

We will not be liable for any delay or failure to perform any of our obligations under this agreement by reasons, events or other matters beyond our reasonable control.

13. Miscellaneous

You and we are independent contractors, and nothing in this agreement will be construed to create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.



Halalo is not an auctioneer, neither is it an intermediary between the buyer and the seller. You will have no authority to make or accept any offers or representations on our behalf. Whether on your site or otherwise, you will not make any statement that would contradict anything in this section. This agreement will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from this agreement is intended or will be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this agreement. This agreement and all the representations, warranties, covenants, conditions, and provisions of this agreement are intended to be and are for the sole and exclusive benefit of Halalo, you, and relying upon customers or sellers. As between you and us, you will be solely responsible for all obligations associated with the use of any third-party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use.

Fulfilment Service

Terms & Conditions for Fulfilment service

Through its Fulfilment Service (Hereinafter Known as "FS" in this section), Halalo will provide you with an online ordering process that enables customers to place orders with you for delivery, on the Platform in the UK from the area/s that Halalo will solely choose and make available for the customers; according to Halalo's DS expansion plan. Halalo will fulfil the Order on behalf of the seller.

BY REGISTERING FOR "BECOME A SELLER" OR USING FS, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AND THESE FULFILMENT SERVICE TERMS. Unless defined in these FS Terms, all capitalised terms are defined in the Halalo seller agreement (General terms of Business). You expressly agree that Halalo may engage its Affiliate (s) or a third party to complete one or more of the Fulfilment and associated services outlined below.

By signing this agreement, you are accepted into FS, you must apply to register each product you sell (unless previously registered on Halalo website) that you wish to include in the Service in connection with Halalo, and also update the online inventory on a daily basis. You may not have any product in which is either in general exclusion clauses or expressly excluded from the Service. You may at any time withdraw the registration of any of Your Products from the Halalo.co.uk.

Following applicable FS Policies, you will provide accurate and complete information about Your Products registered with Halalo and provide Fulfilment Requests for any Units fulfilled using Seller Admin Panel on Halalo website. You will promptly update any information about Your Products including stock levels under our requirements and as necessary so that the data is at all times accurate and complete.



Unless you agreed with Halalo that you will do the shipping/ delivery to the customer yourself, you shall prepare, pack the products and Halalo will collect these products from your store and will be responsible to ship/deliver the products to the customer directly following applicable policies. You will ensure that: (a) all Units are adequately packaged for protection against damage and deterioration during shipment and storage; and (b) all Units comply with Halalo's labelling and other requirements.

You will prepay the monthly seller subscription according to the plan that you chose. Halalo's commission on sales or Halalo's markup on top of your price will be deducted from the money that will be paid to you by the customer. Halalo will authorise your payment for each order after deduction of commission on sales, or any markup on top of your price or any late subscription fee, or any late advertising with Halalo expenses or the cost of any return for non-conformity of compliance or replacement costs or compensation, if any, to be paid to the customer or any third party due to such delivery or caused directly or indirectly.

You will be responsible for and will accept and process returns and provide refunds and adjustments for any units under this Halalo Seller agreement (including the General Terms of Sale and other applicable policies and rules).

In the event of disposal of any returns or expired or product recall inventories, you will be liable for the payment of costs incurred by Halalo for such returns and disposals.

Halalo will hold the authorisation for customer payments made regarding orders placed with you through Halalo website or App; payment to Halalo settles the customer's payment obligation to you for these orders.

Fulfilment Service Fees

You shall be liable for the payment of fees (according to your plan) on any sales made through Halalo website or App following programme policies and General Terms of your subscription.

For any FS service and delivery, we will decide the amounts charged to the customer for collecting and shipping for the products we fulfil through FS. The FS and delivery fee will be VAT inclusive charged to the customer and will be invoiced to them.

You will receive payments from the customers as per our payment terms applicable from time to time (as standard every week and in most cases after confirmation by the customer that they received a complete and satisfactory order, and they are happy with it). We'll authorise this payment (from the payment gateway) that will be transferred to the bank account you have nominated. You must cooperate with us so that we can integrate your merchant account and payment gateway with Halalo platform, and you must also cooperate with us so that we can comply with our VAT accounting obligations.



Click & Collect Service

Terms & Conditions for Click & Collect Service

Through its Click & Collect Service (Hereinafter Known as "CCS" in this section), Halalo will provide you with an online ordering process that enables customers to place orders with you for collection from the shop or the designated collection point specified by the seller and advertised and registered with Halalo.

BY REGISTERING FOR OR USING CCS, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AND THESE FULFILMENT SERVICE TERMS. Unless defined in these CCS Terms, all capitalised terms are defined in the Halalo seller agreement (General terms of Business).

By signing this agreement, you are accepted into CCS, you must apply to register each product you sell (unless previously registered on Halalo website) that you wish to include in the Service in connection with Halalo, and also update the online inventory on a daily basis. You may not have any product in which is either in general exclusion clauses or expressly excluded from the Service. You may at any time withdraw the registration of any of Your Products from the Halalo.co.uk.

Following applicable CCS Policies, you will provide accurate and complete information about Your Products registered with Halalo and provide Collection Requests for any Units fulfilled using Seller Admin Panel on Halalo website. You will promptly update any information about Your Products including stock levels under our requirements and as necessary so that the data is at all times accurate and complete.

Unless otherwise agreed, you shall prepare, pack the products ready for collection by the customer following applicable policies. You will ensure that: (a) all Units are appropriately packaged for protection against damage and deterioration during shipment and storage; (b) the identity of the customer collecting the order/s is checked - especially in case of age restricted items are included in the order - and the products are matched with the order number and details of this customer; and (c) all Units comply with Halalo's labelling and other requirements.

You must Prepare Click & Collect Orders promptly, accurately and by the timescales communicated via the Halalo Platform.

You must ensure that customers are at all times treated professionally by your staff and are provided with access to a safe Click & Collect area.

You must provide the customer with the option of right to reject if any of the items in the Order are not according to specifications or up to the customer's satisfaction.

You will prepay the monthly seller subscription according to the plan that you chose. Halalo's commission on sales or Halalo's markup on top of your price will be deducted



from the money that will be paid to you by the customer. Halalo will authorise your payment for each order after deduction of commission on sales, or any markup on top of your price or any late subscription fee, or any late advertising with Halalo expenses or the cost of any return for non-conformity of compliance or replacement costs or compensation, if any, to be paid to the customer or any third party due to such delivery or caused directly or indirectly.

You will be responsible for and will accept and process returns and provide refunds and adjustments for any units under this Halalo Seller agreement (including the General Terms of Sale and other applicable policies and rules).

In the event of disposal of any returns or expired or product recall inventories, you will be liable for the payment of costs incurred by Halalo for such returns and disposals.

Halalo will hold the authorisation for customer payments made regarding orders placed with you through Halalo website or App; payment to Halalo settles the customer's payment obligation to you for these orders.

Click and Collect Service Fees

You shall be liable for the payment of fees (according to your plan) on any sales made through Halalo website or App following programme policies and General Terms of your subscription.

For any CCS service, we will decide the amounts charged to the customer for using the click & collect service for the products they purchased from the seller through Halalo website or App. The CCS fee – if any - will be VAT inclusive charged to the customer and will be invoiced to them.

You will receive payments from the customers as per our payment terms applicable from time to time (as standard every week and in most cases after confirmation by the customer that they received a complete and satisfactory order, and they are happy with it). We'll authorise this payment (from the payment gateway) that will be transferred to the bank account you have nominated. You must cooperate with us so that we can integrate your merchant account and payment gateway with Halalo platform, and you must also cooperate with us so that we can comply with our VAT accounting obligations.

Listing of Products

These terms

This feature enables you to create and/or edit your Product pages for the Halalo Platform (www.Halalo.co.uk and the UK mobile app).

You are responsible for ensuring the accuracy, completeness, and compliance with the applicable laws (particularly in respect of providing information required by



applicable consumer laws) of all information that you or your employees, agents or representatives input about products' list for publishing on the Halalo Platform - we are not responsible for uploading the features. Nevertheless, we might help you with photographing the products and train you to insert the data yourself.

Any product you list is subject to your compliance with these terms. If you don't comply with these terms or any additional terms entered into by you and Halalo to your access, we may suspend your access to the facility without any notice.

Ensuring high-quality listing

Our product list (including each item image and description) must:

- Be clear, accurate, complete and error-free
- Be your original content or licensed to you by a third party on terms that let you grant us the rights below. In addition, the content you upload must not infringe any third party's proprietary rights.
- Meet any requirements in your agreement with us
- Comply with all applicable legal and regulatory requirements
- Only include products that we permit to be offered on the Halalo Platform in the UK. Following any specific needs, we notify you of where any restriction (e.g., minimum age) applies
- Information should include Products name, description, origin, nutritional facts, price, offers if any, category and subcategory (under Halalo categorisation system) and availability in stock (except for the fresh unpacked items, e.g., Fresh meats and vegetables)
- Product photo specifications: Any product added to the Platform should have a good photo isolated on a white background with a specific size (1000px X 1000px). The object should occupy the median 60% of this square.

If any information uploaded to the Halalo Platform using the Listing facility doesn't comply with these terms or is offensive, illegal, immoral or inappropriate in any way. In that case, we may remove it or the relevant products list page immediately without notice. Alternatively, we may correct the listing without notice and you have the right to request changing it or replacing it or deleting it within 3 days of this change.

Suppose a product or Service you listed is not compliant with these terms or our agreement. In that case, we may notify you and ask you to make further edits, or we may suspend your relevant site from the Halalo Platform (depending on the nature of the concern). In addition, we reserve the right to edit headers for display on the Halalo Platform.



Payment Terms - Selling on Halalo

BY REGISTERING FOR OR USING THE HALALO PAYMENT TERMS DESCRIBED BELOW, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING HALALO SELLER AGREEMENT – GENERAL TERMS AND CONDITIONS AND RELEVANT POLICIES), EACH AS MAY BE MODIFIED FROM TIME TO TIME. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE OR ACCESS THE SERVICE.

Seller Accounts and account balance

Your seller accounts and account balance can be accessed through Seller login TO Halalo Seller Admin Panel. You may use an Account only to sell products and/or services connected with the "Become a Seller" Service and hold and transfer funds to a bank account.

Verification. We may need to verify your account credentials before we receive or transfer funds to your Account. We may make, directly or through any third party, any inquiries we consider necessary to validate the information that you provide to us, including, without limitation checking commercial databases or credit reports. You authorise us to obtain one or more of your credit reports, from time to time, to establish, update, or renew your Account with us or in the event of a dispute relating to this agreement and activity under your Account. While we may take steps to verify the identity of our users, we cannot and do not guarantee any user's identity. We are not responsible for taking appropriate steps to verify the identity of other users of the Service.

Account Credentials. Your login details will remain the critical credential information. It will be the user responsibility to keep it safe and secure and avoid any unauthorised use. Halalo will have no responsibility for any loss incurred due to unauthorised use. In any suspected transaction or loss of credentials, you must contact us immediately to limit the access of the accounts and change the credentials.

Acceptable use and Limits

You will at all times adhere to all applicable laws, rules, and regulations applicable to your use of the Service only for the receipts, processing refunds and payment of Halalo fees and charges. We may inspect your Account for any reason, including without limitation, to investigate any alleged violation of this agreement, third party complaints, based on a suspicious activity or any legal requirements.

We may limit the daily or periodical sales volume limits from time to time or upon your request

Processing of payments and refunds

Subject to the terms of this agreement, we will process payments and refunds for your transactions submitted through the Service in normal circumstances and in



accordance with the law. We may withhold the money release authorisation for investigation or refuse to process any of your transactions that we suspect is fraudulent, unlawful or otherwise violates the terms of this agreement. We may refuse to execute a transaction if it does not meet the conditions in this agreement or is prohibited by law and will be notified to you.

You will accept returns and provide adjustments for your products or services, and we will process and provide refunds for your products or services according to applicable law. This agreement and Halalo's policies are in force at the time of the relevant sale, and we will calculate and refund any associated VAT or taxes required to be refunded and deduct them from your payment. You will route all returns (and adjustment) through us by accessing your Seller Account. We or our designated Affiliate will credit the applicable Account, and you accept this reimbursement for the customer for all amounts refunded. We have no obligation to accept any returns of any of your products or services.

You have to abide by the policies published by halalo regarding the returns and refunds and must be refunded to the original payment method used for payment during the purchase.

Minimum Balance

We may require that you maintain a minimum balance in your Account to secure the performance of your payment obligations under this agreement. You with this authorise us to make any withdrawals or debits from the minimum balance amount, without prior notice to you, to collect amounts that you owe us, our Affiliates, or other customers.

Disbursements

Subject to restrictions described in this agreement, we will automatically authorise transferring your Account balance from the payment gateway to your Bank Account within fourteen (14) days after the first business day on which the corresponding transactions were completed. Transfers will be made only by direct deposit from the payment gateway to your Bank Account.

Subject to any legal restrictions imposed by any court of competent jurisdiction or law enforcement agencies, or HMRC, we may hold the payment as long as you are cleared off from such restrictions.

Set off

You hereby authorise us to set off against your account balance any payment to us or to our affiliates or customers or any other obligation existing or likely to be raised in future.